

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is effective as of April __, 2013, and covers any and all information discussed from this date forward by and between the parties listed below.

WHEREAS, Domien Nowicki ("DN"), a citizen of Belgium, and NINTENDO CO, LTD. ("NINTENDO"), with registered offices at Kyoto-shi-Kyoto-fu, 607 Fukuine Kamitakamatsu-cho, Higashiyama-Ku, Japan. Nintendo Co., Ltd., its subsidiaries, affiliates and representatives wish to discuss matters pertaining to the video game industry, relating to the security of the Nintendo 3DS console among others, all of which information is deemed to be confidential and proprietary;

WHEREAS, this meeting is for the mutual exchange of information and ideas to each party's benefit, and

WHEREAS, the parties are willing to exchange such information for the mutual purpose of exploring potential opportunities for further communication;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, DN and Nintendo agree as follows:

1. Confidential Information, as used herein, shall mean oral, written or documentary information which (i) relates to the above identified subject matter, (ii) is received by DN from NINTENDO, its agents and representatives and (iii) is designated or otherwise identified as Confidential Information. All such information shall be considered confidential and proprietary.
3. All written information and documents delivered by NINTENDO to DN shall remain confidential, the property of NINTENDO, and all such written information and documents, and any copies thereof, shall be promptly returned to NINTENDO upon request, or be destroyed at NINTENDO'S option.
4. No Use of Name. DN will not disclose to any third party, with the exception of legal counsel should such an engagement exist, the fact or substance of this meeting or any subsequent meetings with Nintendo or its agents, nor will DN issue or release, or cause any third party to issue or release, any articles, advertising, publicity or other matter, including but not limited to posting comments online or through other channels of communication relating to this or subsequent meetings, disclosing or referring to any Confidential Information or mention or imply any relationship with NINTENDO, except with NINTENDO's prior written approval or as may be required by law (and then only after providing NINTENDO an opportunity to review and comment thereon).
5. No Obligation. This Agreement imposes no obligation on NINTENDO to provide DN with Confidential Information or on either party to purchase, sell, license, transfer or

otherwise make use of any technology, services or products, or enter into any further business relationship.

6. For any violations of the provisions of this Agreement, a restraining order and/or injunction may issue against DN in addition to, and without waiver of, any other legal rights and remedies NINTENDO may have.

7. Governing Law/Venue. DN acknowledges that this Agreement is governed by and construed according to the laws of Belgium and any and all disputes arising in connection with this Agreement shall be subject to the jurisdiction of the courts of Brussels (Belgium), however without prejudice to the possibility for Nintendo to seek injunctive relief in any other jurisdiction.

8. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, express, implied or otherwise for any Confidential Information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date first written above.

1). Name: _____

Address: _____

2). Name: _____

Address: _____
